

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iFloor, Inc.		02/13/2009	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Longhua USA, Inc.		
Doing Business As:	DBA iFLOOR		
Street Address:	17616 West Valley Highway		
City:	Tukwila		
State/Country:	WASHINGTON		
Postal Code:	98188		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3559333	IFLOOR	
Registration Number:	3126434	WESTHOLLOW	
Registration Number:	3120390	FLOORSHOP.COM	
Serial Number:	78634926	IFLOOR.COM	
Registration Number:	2733575	IFLOOR.COM	
Registration Number:	2626897	FLOORSHOP.COM	
CORRESPONDENCE DATA			
Fax Number:	(415)955-1158		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 955-1155 x115		
Email:	matt@kbinternetlaw.com		
Correspondent Name:	Matthew M. Thomson		
Address Line 1:	150 Post Street, Suite 520		
Address Line 4:	San Francisco, CALIFORNIA 94108		

OP \$165.00 3559333

NAME OF SUBMITTER:	Matthew M. Thomson
Signature:	/Matthew M. Thomson/
Date:	04/13/2009
Total Attachments: 5 source=Bill of Sale - Longhua USA, Inc. v2 (02.13.09)#page1.tif source=Bill of Sale - Longhua USA, Inc. v2 (02.13.09)#page2.tif source=Bill of Sale - Longhua USA, Inc. v2 (02.13.09)#page3.tif source=Bill of Sale - Longhua USA, Inc. v2 (02.13.09)#page4.tif source=Bill of Sale - Longhua USA, Inc. v2 (02.13.09)#page5.tif	

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, iFloor, Inc., a Washington corporation ("*Seller*"), pursuant to the terms and conditions of that certain Second Order Approving Sale of Property Free and Clear of Liens dated February 13, 2009, between Seller and Buyer and ordered by the United States Bankruptcy Court for the Western District of Washington (the "*Order*"), hereby sells, assigns and transfers to Longhua USA, Inc. ("*Buyer*") all of its rights, title and interest in and to each and all of the assets described below (the "*Purchased Assets*"), free and clear of all mortgages, liens, claims, charges, encumbrances, security interests, pledges or title retention agreements or leases of any kind or nature:

(a) IP Assets. A group of assets consisting of the Seller's Names, Domains & Numbers, the Customer List, and the Parsimony System, which shall include, without limitation, all servers owned by the Seller and any and all related hardware and software on such servers, as more fully described, without limitation, on Schedule 1 attached hereto ("*IP Assets*");

(b) Intellectual and Related Property Rights. All patents, patent applications, copyrights, copyright applications, trade names, trademarks or service marks, registered or unregistered and applications therefor, logos, processes, computer programs, software, inventions, trade secrets and other intellectual property rights related to any and all of the IP Assets, including, without limitation, rights under all rulings, judgments, opinions, and administrative orders relating to or arising out of the foregoing and/or the IP Assets (collectively, the "*Intellectual and Related Property Rights*");

(c) Contract Rights. All rights of the Seller under all agreements, contracts, and understandings, or related rights thereunder with respect to the IP Assets and the Intellectual and Related Property Rights (the "*Contract Rights*"); and

(d) Goodwill. All goodwill associated with the IP Assets and Intellectual and Related Property Rights.

The Purchase Price shall be allocated among the Purchased Assets (the "*Allocation*"), both tangible and intangible, as required by Section 1060 of the Internal Revenue Code of 1986, as amended ("*Section 1060*"). The Purchase Price shall be allocated in the following manner: (1) Ninety-five percent (95%) allocated to Goodwill, including all related intangibles, and (2) five percent (5%) allocated to hardware, software and other tangible items. Buyer and Seller will report the purchase and sale of the Purchased Assets on all tax returns, including, without limitation, Form 8594 as provided for in Section 1060, in accordance with the Allocation and will cooperate in timely filing with the Internal Revenue Service their respective Form 8594.

The assets and properties listed in this Bill of Sale are being transferred to Buyer without reservation or qualification, other than as may be specifically set forth in the Order, and Seller agrees to defend the sale of the assets and properties made hereby to Buyer against all persons lawfully claiming the whole or any part thereof. Notwithstanding any other statement in this Bill of Sale, the Purchased Assets are transferred from Seller to Buyer, "as is, where is" without any

representations or warranties as to the condition of the Purchased Assets or their fitness for any particular use. All terms used herein but not defined shall have the meanings ascribed to them in the Order.

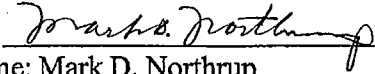
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This Bill of Sale is executed in accordance with the terms and conditions of the Order, and the terms of this Bill of Sale are subject to the terms and provisions of that Order.

Dated: February 27, 2009

iFLOOR, INC.

By: GRAHAM & DUNN PC

By:  _____

Name: Mark D. Northrup

Title: Attorneys for iFloor, Inc.

[Signature Page to Bill of Sale (IP Assets)]

TRADEMARK
REEL: 003969 FRAME: 0050

SCHEDULE 1

Location	Make	Model	Type	S/N
Qwest Colo	F5	BigIP LB	Load Balancer	OXPPNYX-KWOVCDS
Qwest Colo	F5	BigIP LB	Load Balancer	Broken, can't determine S/N
Qwest Colo	Cisco	1811-SEC/K9	Router	FTX1142Y18S
Qwest Colo	Cisco	WS-C3750G-24TS-S1U	Switch	FOC1145Z0FP
Qwest Colo	Cisco	WS-C3750G-24T-S	Switch	CAT0906K1Rp
Qwest Colo	Juniper	SA-2000	VPN Device	152072006000195
Qwest Colo	Cisco	2821-SEC/K9	Router	FTX1144A382
Qwest Colo	Cisco	2811-SEC/K9	Router	FTX1153A02P
Qwest Colo	Cisco	2801-SEC/K9	Router	FTX1136W198
Qwest Colo	Juniper	NS-50	VPN/Firewall	97052005000042
Qwest Colo	Juniper	NS-50	VPN/Firewall	19022003000428
Qwest Colo	Avocent	LCD-15SRP-001	Monitor	320006891
Qwest Colo	Avocent	AutoView 3200	KVM	270073773
Qwest Colo	Silicon Mechanics	iServ 266	Server	SM 36427
Qwest Colo	Silicon Mechanics	iServ 257	Server	SM 38552
Qwest Colo	Silicon Mechanics	iServ 257	Server	SM 37449
Qwest Colo	NetApp	S500	Storage Area Network	QMNCNSN7450018
Qwest Colo	IBM	x3550	Server	99G6043
Qwest Colo	IBM	x3550	Server	99G6033
Qwest Colo	Cisco	PIX-506e	Firewall	907441012
Qwest Colo	APC	AP 7841	PDU	SZA0723014731
Qwest Colo	APC	AP 7841	PDU	731304220824
HQ Office	APC	SURT8000RMXLT-1TF5	UPS	Not sure
HQ Office	Cisco	WS-C4506-E	Switch	FOX1146086H
HQ Office	Cisco	WS-X4515=	Switch	
HQ Office	Cisco	WS-X4548-GB-RJ45V=	Supervisor	SJAE11506S59
HQ Office	Cisco	WS-X4548-GB-RJ45V=	Switch Module	SJAE11528QMP
HQ Office	Cisco	WS-X4548-GB-RJ45V=	Switch Module	SJAE11528WYN
HQ Office	Cisco	2851-SEC/K9	Router	SFTX1144A2CX
HQ Office	Silicon Mechanics	iServ Rxxx	Server	Unknown
HQ Office	Silicon Mechanics	iServ Rxxx	Server	Unknown
HQ Office	Cisco	WS-C3550-24PWR-SMI	Switch	CAT0802Y1UG
HQ Office	Cisco	WS-C3550-24PWR-SMI	Switch	CAT08010HLP
Seattle Colo	Cisco	WS-C3750G-24T	Switch	CAT0842R14F
Seattle Colo	Cisco	2811-SEC/K9	Router	FTX1021A2Z4

Seattle Colo	Cisco	3725-SEC/K9	Router	JMX0745L24S
Seattle Colo	Juniper	NS-50	VPN/Firewall	97042006000668
XO Colo	Avaya	C8200 or C8400 (or similar)	Phone Server	Unknown
XO Colo	Avaya	C8200 or C8400 (or similar)	Phone Server	Unknown
XO Colo	Avaya Netscreen or	Unknown	1u Application Server	Unknown
XO Colo	Juniper	NS 50 (or similar)	Router/Switch	Unknown
XO Colo	Cisco	2811	Router/Switch	Unknown
XO Colo	Cisco	3750G	Router/Switch	Unknown
XO Colo	Cisco	2950	Router/Switch	Unknown
XO Colo	Cisco	2511	Router/Switch	Unknown
XO Colo	Unknown	Unknown	KVM Switch	Unknown
XO Colo	Unknown	Unknown	Monitor	Unknown